

### REMARKS

Claims 1-13 were originally submitted for consideration. Claims 12-13 were previously withdrawn from consideration. Claims 1-11 were canceled in a previous action and new claims 14-20 were added in a previous action. In the instant amendment, Applicants have amended claims 14-17 and 20. Applicants request reconsideration of the rejections of claims 14-20 in view of the following amendments and remarks. No new matter has been introduced in the present amendment.

#### Claim Rejections under 35 U.S.C., section 103

Claims 14-20 have been rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over U.S. Patent No. 4,799,156 issued to Shavit et al. (hereinafter 'Shavit'). Further, claims 15-20 have been rejected as allegedly including limitations that represent obvious design choices to one of ordinary skill in the art. Applicants traverse the outstanding rejections and submit that claims 14-20 are in condition for allowance for at least the reasons presented herein.

For an obviousness rejection to be proper, the Examiner must meet the burden of establishing a *prima facie* case of obviousness. *In re Fine*, U.S.P.Q.2d 1596, 1598 (Fed. Cir. 1988). The Examiner must meet the burden of establishing that all elements of the invention are disclosed in the prior art; that the prior art relied upon, coupled with knowledge generally available in the art at the time of the invention, must contain some suggestion or incentive that would have motivated the skilled artisan to modify a reference or combined references; and that the proposed modification of the prior art must have had a reasonable expectation of success, determined from the vantage point of the skilled artisan at the time the invention was made. *In re Fine*, 5 U.S.P.Q.2d 1596, 1598 (Fed. Cir. 1988); *In re Wilson*, 165 U.S.P.Q. 494, 496 (C.C.P.A. 1970); *Amgen v. Chugai Pharmaceuticals Co.*, 927 U.S.P.Q.2d, 1016, 1023 (Fed. Cir. 1996).

Applicants' claim 14 is allowable over Shavit because Shavit does not teach or

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suggest each and every element of Applicants' claim 14. Notwithstanding, the Applicants' have amended claim 14 in a non-narrowing manner to recite a "system for facilitating supply chain processes in an outsourced manufacturing environment" including a manufacturing entity comprising a server, an outsourced supply chain tool executing on the server, and a terminal and a data storage device both in communication with the server via a communications link. Claim 14 further recites a network link to a contract manufacturer system and a network link to a customer focus team system that is assigned to the contract manufacturer system based upon geographic proximity and which performs logistical administrative services for the contract manufacturer system on behalf of the manufacturing entity. Claim 14 further recites that the logistical administrative services include at least one of:

- "facilitating transfer and replenishment of components needed during manufacture;
- ensuring ongoing inventory demand issues are addressed and resolved;
- obtaining and providing metrics on outsourced supply chain parts and activities;
- assisting said contract manufacturing system during shortfalls of supplies;
- collaborating with said commodity team council systems relating to acquisition of critical parts; and
- providing assistance on matters related to import, export, and tax issues."

Shavit does not teach or suggest each of the elements provided in Applicants' claim 14. Specifically, Shavit does not teach a manufacturing entity and contract manufacturer system that implements supply chain processes in an outsourced manufacturing environment. Rather, Shavit teaches a subscription-based network transactional system accessible to a variety of types of market participants (col. 6, lines 2-18; Figure 2). Contrary to Shavit, Applicants' claim 14 is directed to logistical activities conducted between a contract manufacturer system and a manufacturing entity. Support may be found throughout the Applicants' specification as well as Figure 1. The system taught by Shavit is directed to wide network of subscribing participants (col. 7, lines 1-Ser. No. 10/014,708  
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30), while the system recited in Applicants' claim 14 is a single, enterprise-oriented system and its corresponding contract manufacturers (i.e., operations between an entity and its business partners as shown in FIG. 1). The extensive nature of the security features taught by the Shavit reference support the Applicant's contention that the Shavit reference is not directed to a single enterprise-oriented system (col. 9, line 43 through col. 10, line 45), which provides multi-layers of security for eliminating information exposure to unauthorized participants or other outside entities.

In addition, Shavit neither teaches nor suggests a customer focus team system that is assigned to the contract manufacturer based upon geographic proximity as provided in Applicants' claim 14. Nor does Shavit teach or suggest performing the specific, logistical administrative services listed above for a contract manufacturing system on behalf of the manufacturing entity. There are no geographic logistical-based activities proposed or suggested by the Shavit reference that address the facilitation of administrative functions for a contract manufacturer on behalf of a manufacturer. The geographic assignment provides the manufacturing entity with quick and efficient responses to issues faced by the manufacturer in terms of operations performed by the contract manufacturer, as well as to facilitate the seamless execution of activities conducted by and between the manufacturing entity and the contract manufacturer. Thus, while Shavit teaches the execution of transactional functions, it does not teach the administrative functions performed via the customer focus team system relating to logistical issues as recited in Applicants' claim 14. Accordingly, because Shavit does not teach or suggest each of the elements of Applicants' claim 14, it may not properly be relied upon as a reference. Claims 15-20 depend from what is an allowable claim 14. For at least the foregoing reasons, Applicants' submit that claims 14-20 are allowable. Reconsideration of the outstanding rejections is respectfully requested.

Applicants' have also amended claim 15 in a non-narrowing manner to better clarify that which the Applicants' regard as the invention. The Applicants' submit that claim 15 is allowable over Shavits because Shavits does not teach or suggest each and every element of Applicants' claim 15. Applicants' claim 15 recites "a network link to at Ser. No. 10/014,708  
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least one commodity council system assigned to the supplier system based upon geographic proximity, said commodity council team system providing logistical administrative support to said supplier system..." Shavit does not recite a commodity council team system that is assigned to the supplier system based upon geographic proximity and which provides logistical administrative support to its assigned supplier system. Moreover, Applicants' claim 15 is directed to a single enterprise-oriented system as provided above with respect to claim 14. Shavit does not teach or suggest providing the listing of administrative services provided in Applicants' claim 15. Accordingly, because Shavit does not teach or suggest each and every element of Applicants' claim 15, the Applicants' submit that claim 15 is patentable over Shavit.

The Examiner has indicated that claims 15-20 include limitations that represent obvious design choices to one of ordinary skill in the art and are, therefore, deemed obvious. Specifically, the Examiner contends that these limitations would have been obvious design choices as they are "coherent with normal and well known business practices to produce a desired result." The Applicants' respectfully disagree.

This type of "design choice" rejection has been criticized by the Court of Appeals for the Federal Circuit. In the case of *In re Chu*, 36 USPQ2d 1089 (Fed. Cir. 1995) (citing *In re Gal*, 25 USPQ2d 1076 (Fed. Cir. 1992)), the Federal Circuit reversed a Board of Appeals rejection based on design choice and held that a "finding of 'obvious design choice' precluded where the claimed structure and the function it performs are different from the prior art." In the present case, customer focus team systems are assigned to contract manufacturer and provide administrative services to the contract manufacturer on behalf of the manufacturing entity. The assignments are based upon geographic proximity of the customer focus team to the contract manufacturer so that logistically, the customer focus team is capable of providing quick and efficient resolutions to issues and facilitate smooth operations conducted between the two entities. Likewise is true for the commodity council team system and the supplier system. The logistical administrative functions performed by each of the teams are specific to the types of operations and potential issues that may be faced by the contract manufacturer and supplier, respectively.

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The Shavit reference does not teach a system or structure that assigns customer focus teams and commodity council teams to each of a contract manufacturer and a supplier, respectively. Nor does the Shavit reference recite the administrative functions provided by each team. Accordingly, because the structure and functions provided by the Shavit reference are different from Applicants' claim 15. Accordingly, the rejection of claim 15 based upon obvious design choice is misapplied. For at least the reason that claims 16-20 depend from claim 15, the Applicants' submit that claims 16-20 are allowable. Reconsideration of the outstanding rejections of claims 15-20 is respectfully requested.

In view of the foregoing, it is respectfully submitted that the instant application is in condition for allowance. Accordingly, it is respectfully requested that this application be allowed and a Notice of Allowance issued. If the Examiner believes that a telephone conference with Applicant's attorneys would be advantageous to the disposition of this case, the Examiner is cordially requested to telephone the undersigned.

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In the event the Commissioner of Patents and Trademarks deems additional fees to be due in connection with this application, Applicant's attorney hereby authorizes that such fee be charged to Deposit Account No. 09-0458.

Respectfully submitted,

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